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NOT CIRCULATE

AGREEMENT

between the

Lower Township Board of Education

and

Lower Township Elementary

Teachers Association

The County of Cape May, New Jersey

1978 577

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PREAMBLE

This Agreement entered into this                      day of                      ,  
by and between the Board of Education of Lower Township, New Jersey,  
hereinafter called the "Board" and the Lower Township Elementary  
Teachers Association, hereinafter called the "Association". This  
Agreement shall be in effect for the school year 1973 - 1974.  
This Agreement shall not be modified in whole or part by the  
parties except by an instrument in writing duly executed by both  
parties.

W I T N E S S E T H

Whereas, the Board and the Association recognize and declare  
that providing a quality education for the children of the Lower  
Township School District is their mutual aim, and

Whereas, the parties have reached certain understandings  
which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is  
hereby agreed as follows:

ARTICLE 1

RECOGNITION

WHEREAS, A majority of the teachers in the position designated in the unit described below in the Lower Township School District have designated the Lower Township Elementary Teachers Association as their representative for the purpose of collective negotiations; and

WHEREAS, Such teachers constitute an appropriate unit for collective negotiations; now, therefore, be it RESOLVED, By the Lower Township Board of Education, That pursuant to Chapter 303, Public Laws 1968, the Board of Education of Lower Township, the County of Cape May, New Jersey, recognizes the Lower Township Elementary Teachers Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the teachers included in the unit described below:

Teachers  
Nurses  
Cafeteria Employees  
Instructional Aides

Bus Drivers  
Custodians  
School Building Secretaries  
Regular Substitutes

but excluding:

Principals  
Board Secretary  
Superintendent Secretary

Cafeteria Manager  
Subject Supervisors  
Assistant Board Secretary

## ARTICLE 1

### RECOGNITION

WHEREAS, A majority of the teachers in the position designated in the unit described below in the Lower Township School District have designated the Lower Township Elementary Teachers Association as their representative for the purpose of collective negotiations; and

WHEREAS, Such teachers constitute an appropriate unit for collective negotiations; now, therefore, be it RESOLVED, By the Lower Township Board of Education, That pursuant to Chapter 303, Public Laws 1968, the Board of Education of Lower Township, the County of Cape May, New Jersey, recognizes the Lower Township Elementary Teachers Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the teachers included in the unit described below:

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Regular Substitutes

but excluding:

Principals  
Board Secretary  
Superintendent Secretary

Cafeteria Manager  
Subject Supervisors  
Assistant Board Secretary

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ARTICLE II  
DURATION OF AGREEMENT

This Agreement, entered into on the            day of            , shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ARTICLE III  
NEGOTIATION PROCEDURE

A. Definitions

1. A proposal is a plan or suggestion put forward for negotiation.

B. Purpose

1. The purpose of this procedure is a good faith effort to reach agreement on proposals.
2. Any agreement negotiated under this ARTICLE shall apply to all employees, or group or class of employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

C. Procedure

1. Proposals concerning terms and conditions of employment will be filed by the President of the Association with the President of the Board, or the Board Secretary no later than the regular October Board of Education meeting. Negotiation is then to take place at a time mutually convenient for both but not later than fifteen (15) calendar days from the date the proposals were filed with the President of the Board, or the Board Secretary.
2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. Miscellaneous

1. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. Any individual contract between the Board and an individual member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
4. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all members now employed, or hereafter employed.



ARTICLE IV  
GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this agreement as will be defined by PERC or by law.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees as will be defined by PERC or by law. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.
3. Any grievance affecting an individual shall be deemed waived unless it is submitted within ten school days after the aggrieved party knew or should have known of the event or conditions on which it is based.

Grievances affecting a group of employees shall be deemed waived unless submitted within ten school days after the last particular incident which affects any member of the group.

4. Level One

- a. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievance he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of his choosing to appear with him or for him at any step in his appeal.
- b. Any employee or group of employees who has a grievance or proposal, shall discuss it first with his principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.
- c. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three (3) calendar days of receipt of the written complaint.

5. Level Two

- a. The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The superintendent shall

communicate his decision in writing, along with supporting reasons, to the employee, the principal and to the Board of Education.

- b. If the grievance is not settled to the satisfaction of the employee after reaching the superintendent of schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the local association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) calendar days, notifying the employee in writing of that determination.
- c. If the Professional Rights and Responsibilities Committee determines that grievance has, or may have merit, it shall recommend that the grievance be heard by the Board of Education.
- d. If the Professional Rights and Responsibilities Committee determines the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the superintendent of schools and the Board of Education.
- e. An employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the Board of Education.

#### 6. Level Three

- a. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within fifteen (15) calendar days.

#### 7. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Board of Education, he may within five (5) calendar days after a decision by the Board of Education or fifteen (15) calendar days after the grievance was delivered to the Board of Education whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to arbitration. (If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by the aggrieved person.)

- b. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions and on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any building representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C. Paragraph 3 (c) of this article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.

## ARTICLE V

### SALARIES AND METHOD OF PAYMENT

- A. The salaries of all employees who are members of the Association and covered by this Agreement are set forth in the schedules which follow.
- B. Both parties agree that all employees will be paid and placed on their proper step according to their proper salary guide for the duration of this contract.
- C. Both parties agree that any and all part-time employees, who are, or will be, employed under any, or all, of the classifications which herein have a negotiated salary schedule, except those part-time employees which have a specific negotiated salary schedule included herein, be paid by an appropriate percentage based upon the time worked according to their full-time salary on their proper schedule and step; such method to be known as pro-rata pay.
- D. All members employed shall be paid semi-monthly for the term of this contract and paydays shall be the 5th and 20th of each month except that when a payday falls on or during a school holiday, vacation, or weekend, members shall receive their pay checks on the last previous working day.
- E. Each teacher shall receive his final pay upon satisfactory completion of assigned responsibilities on the last regularly scheduled school day in June.
- F. All other ten (10) month and eleven (11) month members will receive their final pay checks on their last regularly scheduled workday of their contracted term.
- G. Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from each pay. These funds shall be paid to the teacher or his estate in two equal payments. The first to be paid July 15th, the second August 15th.
- H. Current practices in relation to special education teachers are recognized and shall continue for the life of this contract.
- I. The Board agrees to provide the complete New Jersey State Health Benefits Program for all employees and their dependents. Dependent coverage shall be optional with the member to the extent that the employee is eligible.
- J. It is agreed that the Board of Education will pay the cost of the Basic Coverage for all employees, to the extent that they are eligible, for insurance under the New Jersey Dental Service Plan, Proposal #1 as attached. It is agreed by the Association and the Board that dental insurance coverage provided in this Agreement shall not be expanded in any way prior to school year 1976-77.

## ARTICLE VI

### TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the superintendent, Board, or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. The above mentioned procedures shall in no way be construed to apply to meetings or conferences affecting the daily operation of the school. Any suspension of a teacher pending charges shall be with pay.
- E. The teacher shall maintain the exclusive right and responsibility to determine grades of students within the grading policies of the Lower Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible.
- F. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## ARTICLE VII

### TEACHER WORK YEAR

- A. The in-school work year for teachers shall not exceed by more than five days the number of days in which school is in session for the pupils.
- B. Teacher attendance shall not be required whenever pupil attendance is not required due to emergency situations.
- C. The school calendar shall be as determined by the Board of Education after advisory consultation with the Association. Changes in the school calendar for other than emergency reasons shall be made by the Board of Education only after advisory consultation with the Association.

## ARTICLE VIII

### DUTY FREE LUNCH PERIOD

#### WORKING HOURS

- A. Teachers shall have a duty free lunch period at least as long as the eating period provided for their students.
- B. Teachers may leave the building during their scheduled duty free lunch period with prior approval of the building principal or office staff and with the provision that they return for duty within that period.
- C.
  - 1. Faculty or other professional meetings which are held after the regular pupil dismissal time shall begin as soon as practical and usually shall be limited to approximately sixty minutes.
  - 2. When in the judgment of the superintendent, meetings which will involve a substantial majority of all of the teachers of the district should be held and when the length of these meetings is anticipated to exceed one hour, pupils shall be dismissed early.
- D. Teachers shall not be required to submit standardized daily or weekly lesson plans. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed.



## ARTICLE IX

### CLASS SIZE

The Board and the Association recognize that overcrowded classrooms are detrimental to the education process and that maintaining proper class size is a desirable condition. The Board of Education agrees to continue its past efforts in this area.

## ARTICLE X

### SPECIALISTS AND SUBSTITUTES

- A. It is the intention of the Board of Education to provide sufficient certified and non-certified staff to implement a modern educational program. The Board and the Association therefore agree that the number of specialists presently employed shall not be reduced by action of the Board during the term of this agreement.
- B. The Board shall endeavor at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover. Only in cases of extreme emergency shall special subject teachers be used as substitutes.

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## ARTICLE XI

### NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energy should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
  - 1. Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:
    - a. Non-professional assignments including but not limited to supervision of cafeterias or playgrounds.
    - b. Inventory and storing books outside the classroom, delivering books to classrooms, duplicating instructional and other materials, keeping registers, starting cumulative record cards and other clerical and/or custodial functions.
    - c. The Board shall employ an adequate number of secretaries to assist teachers in the preparation of materials.

## ARTICLE XII

### ASSIGNMENTS AND PROMOTIONS

- A. All teachers shall be given written notice of their salary schedules, intended building, grade and room assignments for the forthcoming year not later than May 1. Changes of these shall be made only as a result of circumstances beyond the control of the Board. The Association shall be notified of all appointments at the time contracted.
- B. No later than March 15 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred, in order of preference. Such request for transfers and assignments for the following year shall be submitted not later than May 1.

As soon as practicable, and no later than May 15, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

- C. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than May 15.

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, length of service in the Lower Township School District, length of service in the particular school building and other relevant factors, including, among other things, state and/or Federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

- D. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be adequately publicized by the Superintendent.

ARTICLE XIII  
TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher in a professional manner by persons certified by the State of New Jersey to supervise instruction.

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

- B. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented by the Association at any subsequent meetings or conferences regarding such complaint.
- C. Prior to any written annual evaluation that could jeopardize future employment, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps below, with said teacher regarding his performance as a teacher.
- a. Evaluations shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with the teacher and with any or all supervisory personnel.
  - b. Reports shall be addressed to the teacher.

- c. Reports shall be written and shall include:
  - 1. Strengths of the teacher as evidenced during the period since the previous report,
  - 2. Weaknesses of the teacher as evidenced during the period since the previous report,
  - 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- d. Supervisory reports are to be provided for non-tenure teachers at least three (3) times each year; the first not later than December 1; the second not later than February 15; the last not later than March 15. Exception due to unusual circumstances shall be mutually agreed upon before the stipulated dates.

#### ARTICLE XIV

##### TEACHER FACILITIES

By the beginning of the 1973-74 school year, the Board will attempt to have the following facilities:

- 1. Space for each teacher to store his instructional materials and supplies.
- 2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
- 3. A private pay telephone in each faculty lounge for the exclusive use of teachers with minimum cost to be borne by Board.
- 4. Filing cabinet for the exclusive use of each teacher.
- 5. Suitable, private closet space with lock and key for each teacher to store coats, overshoes and personal articles.
- 6. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
- 7. Keys to school building shall be made available to teachers, only on request, for use on weekends.

## ARTICLE XV

### ASSOCIATION-ADMINISTRATION LIAISON

- A. The Associations officers or appointed representatives shall meet with the Superintendent periodically to review and discuss local school problems and practices. The meeting may be initiated by the Association or the Superintendent.

## ARTICLE XVI

### SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the school district medical authority because of a contagious disease or because of a quarantine of such disease in his immediate household or any medical examinations or consultation.
- B. As of July 1, 1972, all employees shall be entitled to the following sick leave:
  - 10 month employees - 11 days
  - 11 month employees - 12 days
  - 12 month employees - 13 days

Sick leave shall commence as of the first working day of an individual's contract year except for first year employees whose leave shall commence only after having reported for work.

- C. Unused sick leave days shall accumulate to the employees credit from year to year with no maximum credit.
- D. Employees shall be given a written accounting of accumulated sick leave days no later than the date of the first pay at the beginning of the school year and again as of the date of final pay at the end of the school year.
- E. Sick leave above and beyond entitlement shall be with cost of substitute deducted regardless of whether or not a substitute is obtained.

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year.

1. Death in the immediate family. - An allowance of up to five days leave shall be granted. Immediate family shall be considered father, mother, spouse, child, brother, sister, in-laws of same relationship, or any member of the immediate household.
2. Serious illness in the immediate family. - An allowance of up to three days leave shall be granted. (Immediate family same as (1) above.)
3. Death of other relative or close friend. - An allowance of one day's leave shall be granted.
4. Other emergencies of personal nature. - An allowance of up to 3 days leave with prior approval by the Superintendent of Schools for any of the following reasons:
  - (a) Recognition of a religious holiday where the individual's religion requires that they not work on that day.
  - (b) Court subpoena.
  - (c) Marriage of employee or marriage in the immediate family.
  - (d) Personal business which cannot be handled outside of school hours.
  - (e) Any other emergency or urgent reason not included in (a) to (d) above, if approved by the Superintendent of Schools (or Board of Education).
5. There shall be one personal leave day allowed per year upon prior request and for which no reason need be given.

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.



## 5. Return

An employee who is granted sabbatical leave agrees to return to employment in the Lower Township School District for a minimum of two years following completion of the sabbatical leave. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

Staff members on sabbatical leave are to be covered by all insurance protection permitted by law or policies in existence.

## ARTICLE XX

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shares with its professional staff, responsibility for the upgrading and updating of teacher performance and attitudes. The Association recognizes that the individual teacher must pursue a program of continued study and improvement in his field of interest and in the methods of dealing with instruction in this field. It is further recognized that the pattern of improvement may well vary from teacher to teacher in similar fashion to the progress of the students whom we teach. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.
- B. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Board of Education to take, exclusive of courses required for certification for position which he is employed.
- C. In order to encourage staff members to pursue academic improvement, the Board agrees to provide partial support for such teachers in the amount of \$25.00 per credit up to \$150 per year. This shall be paid to the staff member following completion of the courses providing that such courses shall have carried college credit, have been approved by the Superintendent prior to enrollment, and that the employee shall have received a minimum grade of "c". The employee shall apply in writing for this reimbursement on a form provided by the Superintendent's office and shall support such application by suitable evidence of successful completion of the courses. Such reimbursement shall be made without regard to other sources of support that the employee may have had.

- D. Employees may, with prior approval of the Superintendent, be partially reimbursed up to \$20.00 per course per semester for courses taken for the maintenance of skills necessary to their jobs, or for courses that will improve their value to the school system, provided that these courses do not carry college credit.

## ARTICLE XXI

### PROTECTION OF TEACHERS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B. Whenever any action is brought by other than the Board of Education against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him in a reasonable amount under the circumstances for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- C. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.
- D. The Board shall protect employees through appropriate insurance against loss for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

## ARTICLE XXII

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, coordinators, and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year.
- B. When, in the judgment of a teacher, a student is by his behavior disrupting the instructional program to the detriment of other students, the teacher shall immediately refer him to the principal. A teacher-principal conference shall result.

#### ARTICLE XXIII

##### PURCHASE OF MATERIALS AND SUPPLIES BY TEACHERS

- A. Teachers purchasing materials and/or supplies with the advance approval of their principal shall be reimbursed upon submission of an appropriate receipt of purchase.

#### ARTICLE XXIV

##### SENIORITY

- A. Seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. Appointed employees shall lose all accumulated School District seniority only if he resigns or is discharged for cause, irrespective of whether he is rehired by the School District.

#### ARTICLE XXV

##### JANITORIAL TENURE

- A. After five (5) years of uninterrupted continuous service, each janitorial employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

## ARTICLE XXVI

### HOURS OF WORK - CUSTODIANS

- A. The salary and wages of all custodians covered by this Agreement are set forth in Appendix A.
- B. The regular work week shall be forty (40) hours according to a schedule discussed by the Board and the Association.
- C. Holidays

#### a) 1973-74 School Year, Schedule of Custodian Holidays

July	-	Fourth of July
August	-	
September	-	Labor Day
October	-	Veterans Day
November	-	Thanksgiving
December	-	Christmas Eve*
		Christmas Day
January	-	New Years
February	-	Presidents' Day
March	-	Easter Monday*
April	-	
May	-	Memorial Day
June	-	

\* Floating

- b) If any of the regular holidays shall fall on a Saturday, it shall be celebrated on a Friday; if it falls on a Sunday, it shall be celebrated on a Monday, except Easter Sunday.
- c) There shall be no night work during the summer months when school is not in session.

## ARTICLE XXVII

### VACATIONS - CUSTODIANS

- A. Each salaried custodian shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken.
- B. Vacation dates shall be selected by employees according to seniority and shall be between the last school day in June and the last day of August.
- C. All employees with one (1) years service shall receive two (2) weeks vacation.  
After seven (7) years service, employees shall receive three (3) weeks vacation.  
After eighteen (18) years service, employees shall receive four (4) weeks vacation.

- D. Any holiday falling within a man's vacation period will automatically extend his vacation by one day to compensate for the holiday.
- E. In the event that a man, while on vacation, shall become legitimately sick, he shall make application to the Board to use his sick leave instead of vacation time and the Board shall render a final determination on such application.

ARTICLE XXVIII  
VACANCIES, TRANSFERS  
REASSIGNMENT AND NEW POSITIONS  
NON-CERTIFICATED EMPLOYEES

- A. Notice of all vacancies in non-certificated positions shall be posted in each school by the building principal within five (5) days of
  - 1) Receipt of a letter of resignation,
  - 2) Official Board action vacating a position or creating a new position within the school system.
- B. When vacancies occur, employees desiring a change in employment, classification and/or work area assignment, shall make their request in writing to the Superintendent of Schools or his designee. These requests shall be granted wherever possible and as soon as possible with seniority being given consideration.
- C. Involuntary transfers between job classifications and/or work area assignment will be made only when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.
- D. The Superintendent of Schools or his designee shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing.

ARTICLE XXIX  
SCHOOL BUILDING SECRETARIES

A. Work Year

The work year for school building secretaries shall be eleven (11) months.

B. Responsibilities

Every attempt shall be made to provide equitable work assignments in each building.

ARTICLE XXX  
PHYSICAL EXAMINATIONS

- A. The Board agrees to pay for the required physical examination if performed by the School Medical Inspector, or reimburse employee for any such examination by any licensed physician up to amount charged by the School Medical Inspector.

# APPENDIX A

#1

## NON-SUPERVISORY CERTIFICATED PERSONNEL

### SALARY SCHEDULE

1973-1974

	N.D.	B.	B+30	M.	M+30	D.	INC.
1	7600	8200	8550	8900	9250	9600	375
2	7975	8575	8925	9275	9625	9975	375
3	8350	8950	9300	9650	10,000	10,350	375
4	8725	9325	9675	10,025	10,375	10,725	375
5	9125	9725	10,075	10,425	10,775	11,125	400
6	9525	10,125	10,475	10,825	11,175	11,525	400
7	9925	10,525	10,875	11,225	11,575	11,925	400
8	10,325	10,925	11,275	11,625	11,975	12,325	400
9	10,750	11,350	11,700	12,050	12,400	12,750	425
10	11,175	11,775	12,125	12,475	12,825	13,175	425
11	11,600	12,200	12,550	12,900	13,250	13,600	425
12	12,025	12,625	12,975	13,325	13,675	14,025	425
13	12,475	13,075	13,425	13,775	14,125	14,475	450
15	12,700	13,300	13,650	14,000	14,350	14,700	225
20	12,925	13,525	13,875	14,225	14,575	14,925	225
25	13,150	13,750	14,100	14,450	14,800	15,150	225
30	13,375	13,975	14,325	14,675	15,025	15,375	225
35	13,600	14,200	14,550	14,900	15,250	15,600	225
40	13,825	14,425	14,775	15,125	15,475	15,825	225
45	14,050	14,650	15,000	15,350	15,700	16,050	225

STEPS 13 THROUGH 45 TO APPLY ONLY AFTER 1 YEAR OF  
SERVICE ON STEP 12

# APPENDIX A

#2

CUSTODIANS

1973-1974

	<u>HOURLY</u>	<u>12-MONTH</u>
1	2.00	5600
2	2.10	5800
3	2.20	6000
4	2.30	6200
5	2.40	6400
6	2.50	6600
7	2.60	6800
8	2.70	7000
9	2.80	7200
10-14	-	7400
15-19	-	7600
20	-	7800



APPENDIX A

#3

TRANSPORTATION WORKERS

1973-1974

STEP	BASE RUN	ADDITIONAL FOR KINDERGARTEN
1	2800	1400
2	2925	1462.50
3	3050	1525
4	3175	1587.50
5	3300	1650
6	3425	1712.50
7	3550	1775
8	3675	1837.50
9	3800	1900
10	3925	1962.50
11	4050	2025

Field Trips - \$10.00

Bus Foreman - \$850.00

APPENDIX A

#4

INSTRUCTIONAL AIDES

1973-1974

YEAR

1	25.00
2	27.50
3	30.00
4	32.50
5	35.00

## APPENDIX B

DATE: November 15, 1972

TO: E. Begraft  
 REFER: A. Bond  
 FROM: R. Kaptein

DENTAL QUOTATIONNAME OF GROUP: Lower Township SchoolLEVEL OF BENEFITS

Basic	Riders				Rate Structure			Children to Age		
	1	2	3	4	4	2	1	19	21	23
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PAYMENT OPTIONS (Check One)

Co-Insurance *					Indemnity			Deductible	(Per person per calendar Year)			
100%	90%	80%	70%		A	B	C	None		\$25	\$50	\$100
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
									Amt.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RATE FOR 100% ENROLLMENT ☐ ☒ NoPROPOSED RATES

	<u>Single</u>	<u>H &amp; W</u>	<u>Family</u>	<u>P &amp; C</u>	<u>Composite</u>
Basic	\$ 2.22	\$	\$ 5.60	\$	\$
Rider I	1.08		2.61		
Rider II	1.76		3.68		
Rider III	.29		.68		
Rider IV	-		.81		
TOTAL	<u>\$ 5.35</u>	<u>\$</u>	<u>\$13.38</u>	<u>\$</u>	<u>\$</u>

Comments: Estimated Retention 16.0 %

\* Applies to Basic and Rider #1 only. All other Riders available at 50% Co-pay only.

	Date Rec'd	Rating Completed By	Rating Checked By
Rating Section	10/25/72	RR 11/14/72	